

SH01

Return of allotment of shares



You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk



PSUB2FVY

PC1 17/12/2009 735
COMPANIES HOUSE
www.companieshouse.gov.uk

THURSDAY

☒ **What this form is for**
You may use this form to give
notice of shares allotted following
incorporation

☐ **What this form is NOT for**
You cannot use this form
notice of shares taken by subscribers
on formation of the company or
for an allotment of a new class of
shares by an unlimited company

1 Company details

Company number 03998831
Company name in full SHAZAM ENTERTAINMENT LIMITED

→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Allotment dates

From Date 09/10/2009
To Date 08/10/2009

① **Allotment date**
If all shares were allotted on the
same day enter that date in the
'from date' box. If shares were
allotted over a period of time,
complete both 'from date' and 'to
date' boxes

3 Shares allotted

Please give details of the shares allotted, including bonus shares

② **Currency**
If currency details are not
completed we will assume currency
is in pound sterling

| Class of shares (E.g. Ordinary/Preference etc.) | Currency ② | Number of shares allotted | Nominal value of each share | Amount paid (including share premium) | Amount (if any) unpaid (including share premium) |
|--|------------|------------------------------|--------------------------------|---|--|
| PREFERRED ORDINARY C1 SHARES | £ | 231,810,173 | 0.0001 | 3,238.619 93 | 0.00 |
| FOUNDER SHARES | £ | 140,000,000 | 0.000004 | 560 | 0.00 |
| | | | | | |

If the allotted shares are fully or partly paid up otherwise than in cash, please
state the consideration for which the shares were allotted

Details of non-cash
consideration

If a PLC, please attach
valuation report (if
appropriate)

RE-SCAN

SH01**Return of allotment of shares****Statement of capital**

Section 4 (also **Section 5** and **Section 6**, if appropriate) should reflect the company's issued capital at the date of this return

4**Statement of capital (Share capital in pound sterling (£))**

Please complete the table below to show each class of shares held in pound sterling. If all your issued capital is in sterling, only complete **Section 4** and the go to **Section 7**.

| Class of shares (E.g. Ordinary/Preference etc.) | Amount paid up on each share ① | Amount (if any) unpaid on each share ① | Number of shares ② | Aggregate nominal value ③ |
|--|-----------------------------------|---|--------------------|---------------------------|
| (see continuation sheets) | | | | £ |
| | | | | £ |
| | | | | £ |
| | | | | £ |
| Totals | | | | £ |

5**Statement of capital (Share capital in other currencies)**

Please complete the table below to show any class of shares held in other currencies.
Please complete a separate table for each currency.

Currency

| Class of shares (E.g. Ordinary / Preference etc.) | Amount paid up on each share ① | Amount (if any) unpaid on each share ① | Number of shares ② | Aggregate nominal value ③ |
|--|-----------------------------------|---|--------------------|---------------------------|
| | | | | |
| | | | | |
| Totals | | | | |

Currency

| Class of shares (E.g. Ordinary/Preference etc.) | Amount paid up on each share ① | Amount (if any) unpaid on each share ① | Number of shares ② | Aggregate nominal value ③ |
|--|-----------------------------------|---|--------------------|---------------------------|
| | | | | |
| | | | | |
| Totals | | | | |

6**Statement of capital (Totals)**

| | | |
|--|--|---|
| Please give the total number of shares and total aggregate nominal value of issued share capital | | ④ Total aggregate nominal value Please list total aggregate values in different currencies separately. For example £100 + €100 + \$10 etc |
| Total number of shares | | |
| Total aggregate nominal value ④ | | |

① Including both the nominal value and any share premium

② E.g. Number of shares issued multiplied by nominal value of each share

③ Total number of issued shares in this class

Continuation Pages

Please use a Statement of Capital continuation page if necessary

SH01

Return of allotment of shares

7**Statement of capital (Prescribed particulars of rights attached to shares)**

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in **Section 4** and **Section 5**

Class of share

(see continuation sheets)

Prescribed particulars
1

Class of share

Prescribed particulars
1

Class of share

Prescribed particulars
1**1 Prescribed particulars of rights attached to shares**

The particulars are

- a particulars of any voting rights, including rights that arise only in certain circumstances
- b particulars of any rights as respects dividends, to participate in a distribution,
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

Continuation page

Please use a Statement of Capital continuation page if necessary

8**Signature**

I am signing this form on behalf of the company.

Signature

Signature

X  X

This form may be signed by

Director **2**, Secretary, Person authorised **3**, Administrator, Administrative receiver, Receiver, Receiver manager, CIC manager

2 Societas Europaea

If the form is being filed on behalf of a Societas Europaea (SE) please delete 'director' and insert details of which organ of the SE the person signing has membership

3 Person authorised

Under either section 270 or 274 of the Companies Act 2006

SH01

Return of allotment of shares



Presenter Information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Ref JQT

Company name
OLSWANG LLP

Address 90 HIGH HOLBORN

Post town LONDON

Country/Region

Postcode W C 1 V 6 X X

Country ENGLAND

DX 37972 Kingsway

Telephone 020 7067 3129



Important information

Please note that all information on this form will appear on the public record.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 NR Belfast 1



Checklist

We may return the forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have shown the date(s) of allotment in section 2
- ☐ You have completed all appropriate share details in section 3
- ☐ You have completed the appropriate sections of the Statement of Capital
- ☐ You have signed the form



Further information

For further information please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

Please complete the table below to show any class of shares held in other currencies. Please complete a separate table for each currency

2 Total number of issued shares in this class

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|--|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | 1. PRELIMINARY | |
| | <p>1.1 In these continuation sheets, the following words and expressions shall have the following meanings unless the context requires otherwise</p> <p>"A Liquidation Amount " means as defined in paragraph 8.4.3.1.</p> <p>"A Share Sale Liquidation Amount " has the meaning given to that term in paragraph 8 8 3.1;</p> <p>"Acquirer" means as a bona fide arms's length purchaser,</p> <p>"Adjusted Number Of Founder Shares " means the number of issued Founder Shares (or, if calculated on a Share Sale, the number of issued Founder Shares participating in that Share Sale) multiplied by the applicable Founder Multiplier.</p> <p>"Aggregate C/C1 Liquidation Balance " means the aggregate of the C Liquidation Amount and the C1 Liquidation Amount less the Priority Amount.</p> <p>"Aggregate C/C1 Share Sale Liquidation Balance " means, in respect of any Share Sale, the aggregate of the C Share Sale Liquidation Balance and the C1 Share Sale Liquidation Balance.</p> <p>"Aggregate Consideration " means the aggregate consideration to be paid by the Acquirer to the Majority Shareholders and the Dragged Sellers for their Shares;</p> <p>"Asset Sale" means the sale of the whole, or any substantial part, of the Company's business, undertaking or assets;</p> <p>"B Liquidation Amount " means as defined in paragraph 8 4.2 1.</p> <p>"B Share Sale Liquidation Amount " has the meaning given to that term in paragraph 8 8 2.1;</p> <p>"Board" means the board of directors of the Company from time to time;</p> <p>"Business Day" means a day, other than a Saturday or a Sunday, on which banks are open for business in the City of London;</p> | |

SH01 - continuation page

Return of allotment of shares

7

Statement of capital (Prescribed particulars of rights attached to shares)

| Class of share | ALL SHARES |
|------------------------|---|
| Prescribed particulars | <p>"C Liquidation Amount " means as defined in paragraph 8.4.1.1;</p> <p>"C Liquidation Balance " means the C Liquidation Amount less the Series C Investment,</p> <p>"C Share Sale Liquidation Amount " has the meaning given to that term in paragraph 8.8.1.1,</p> <p>"C Share Sale Liquidation Balance " means, in respect of any Share Sale, the C Share Sale Liquidation Amount less the Series C Share Sale Investment Amount,</p> <p>"C1 Liquidation Amount " means as defined in paragraph 8.4.1.2,</p> <p>"C1 Liquidation Balance " means the C1 Liquidation Amount less the Series C1 Investment,</p> <p>"C1 Share Sale Liquidation Amount" has the meaning given to that term in paragraph 8.8.1.2,</p> <p>"C1 Share Sale Liquidation Balance " means, in respect of any Share Sale, the C1 Share Sale Liquidation Amount less the Series C1 Share Sale Investment Amount,</p> <p>"Capital Return " means a return of capital to Shareholders of whatever nature (including, without limitation, on a liquidation, dissolution or winding up of the Company or by way of a Distribution payable other than in the ordinary course of the business and/or not out of trading profits) save to the extent the same arises as a result of any group reorganisation or other reconstitution, and not, for the avoidance of doubt, to include a Distribution payable in the ordinary course of business and out of trading profits,</p> <p>"Connected Person" has the meaning given to it in section 839 ICTA,</p> <p>"Controlling Interest " means an interest in the Shares in the Company conferring in aggregate more than 50% of the total voting rights conferred by all the issued Equity Shares in the Company on an as converted basis but excluding, for the avoidance of doubt, any interest in Deferred Shares, Management Incentive Shares or Founder Shares,</p> |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|---|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | <p>"Conversion A Ratio" means the ratio determined in accordance with paragraphs 3.3.6 to 3.3.8.</p> <p>"Conversion B Ratio" means the ratio determined in accordance with paragraphs 4.3.6 to 4.3.8.</p> <p>"Conversion C Ratio" means the ratio determined in accordance with paragraphs 5.3.7 and 5.3.8;</p> <p>"Conversion C1 Ratio" means the ratio determined in accordance with paragraphs 6.3.7 and 6.3.8.</p> <p>"Current Liquidation Proceeds" means, on any Tranche Payment Date, the aggregate of any Liquidation Proceeds already applied in accordance with the provisions of paragraph 8 and paid out to Shareholders, the Escrow Balance and any Distributable Tranche made available on such Tranche Payment Date.</p> <p>"Current Liquidation Proceeds Remaining Balance" means that balance of the Current Liquidation Proceeds that would be applied in accordance with paragraphs 8.4.4 or 8.6.4 (as applicable).</p> <p>"Deferred Share" means a deferred share of £0.0000000001 in the capital of the Company.</p> <p>"Distributable Tranche" means any part of any Liquidation Proceeds which becomes available on a Tranche Payment Date for payment to Shareholders.</p> <p>"Distribution" means dividends or distributions paid or made by the Company in respect of Shares, other than in connection with a return of capital following an Asset Sale or in paying any Liquidation Proceeds;</p> <p>"Economic Shares" means Shares (on an as converted basis and a fully diluted basis), excluding Deferred Shares.</p> <p>"Equity Shares" means the Preferred Ordinary Shares and the Ordinary Shares.</p> <p>"Escrow Account" means any stand-alone, interest-bearing, Sterling-denominated bank account of the Company or Shareholders' Representative (as applicable) established by the Company or the Shareholders' Representative to hold the any Escrow Balance.</p> <p>"Escrow Balance" means the amount (if any) standing to the credit of the Escrow Account, including any accrued thereon;</p> | |

SH01 - continuation page
Return of allotment of shares

7

Statement of capital (Prescribed particulars of rights attached to shares)

| Class of share | ALL SHARES |
|------------------------|--|
| Prescribed particulars | <p>"Founder Multiplier" means</p> <ul style="list-style-type: none"> (i) If the Liquidation Proceeds are less than £30 million, the Founder Multiplier shall be zero, (ii) If the Liquidation Proceeds are £30 million or greater but less than £37.5 million, the Founder Multiplier shall be 15/35, (iii) If the Liquidation Proceeds are £37.5 million or greater but less than £45 million, the Founder Multiplier shall be 20/35, (iv) If the Liquidation Proceeds are £45 million or greater but less than £52.5 million, the Founder Multiplier shall be 25/35, (v) If the Liquidation Proceeds are £52.5 million or greater but less than £65 million, the Founder Multiplier shall be 30/35, and (vi) If the Liquidation Proceeds are £65 million or greater, the Founder Multiplier shall be one, <p>and, for the purposes of this definition, if the Liquidation Proceeds are payable in a currency other than Sterling, the Founder Multiplier shall be that referable to the Sterling equivalent, determined at the exchange rate expressed in or readily apparent from the documentation underlying the Liquidation Event in respect of which the relevant Liquidation Proceeds are made available for payment to Shareholders or, if no such exchange rate is so determinable, the relevant spot exchange rate at close of business on the Business Day immediately preceding such Liquidation Event;</p> <p>"Founder Share" means a share which is designated as a "Founder Share" of £0.000004 in the capital of the Company,</p> <p>"Founder Share Percentage " means the quotient, expressed as a percentage, determined by dividing the Adjusted Number Of Founder Shares by the aggregate of the number of issued Ordinary Shares (including any Ordinary Shares arising on the conversion of Preferred Ordinary C Shares and/or Preferred Ordinary C1 Shares (or, if determined on a Share Sale, on the conversion of those Preferred Ordinary C Shares and/or Preferred Ordinary C1 Shares participating in the Share Sale) pursuant to paragraph 5.3.4 and/or paragraph 6.3.4 (respectively)) and the Adjusted Number Of Founder Shares</p> |

CHFP025

10/09 Version 2.0 Laserform International 10/09

SH01 - continuation page

Return of allotment of shares

7

Statement of capital (Prescribed particulars of rights attached to shares)

| Class of share | ALL SHARES |
|------------------------|--|
| Prescribed particulars | <p>"Independent Expert " means an independent and appropriately qualified umpire (acting as an expert and not as an arbitrator) appointed by the Board or, if applicable, the Shareholders' Representative.</p> <p>"IPO Subscription Price" means the final price per share at which Ordinary Shares in the Company are to be issued, offered for sale, placed or otherwise marketed pursuant to a Listing, as determined by the financial adviser to the Company on the Listing.</p> <p>"Liquidation Amount " means the sum of the A Liquidation Amount, the B Liquidation Amount, the C Liquidation Amount and the C1 Liquidation Amount.</p> <p>"Liquidation Event " means a Capital Return, an Asset Sale, a merger of the Company with another company in respect of which the Company is not the surviving entity, or a Share Sale.</p> <p>"Liquidation Proceeds" means.</p> <p>(i) on a Share Sale, the Offered Aggregate Consideration or the Aggregate Consideration receivable from the Purchaser or the Acquirer (as applicable) following completion of the Share Sale by the holders of those Shares which participate in the Share Sale (and, for the avoidance of doubt, any payment received by any Shareholder in respect of any debt owed to him shall be ignored for the purposes of this definition), or</p> <p>(ii) on a return of capital following an Asset Sale, the aggregate amount distributable to Shareholders following completion of the Asset Sale (and, for the avoidance of doubt, the Company's aggregate costs of such Asset Sale shall have been deducted in determining such amount), or</p> <p>(iii) on a Capital Return or on a merger of the Company with another company in respect of which the Company is not the surviving entity, the aggregate amount distributable to Shareholders following completion of the Capital Return or merger (and, for the avoidance of doubt, the Company's aggregate costs of such Capital Return or merger shall have been deducted in determining such amount).</p> |

CHKP025

1009 Version 2.0 Laserform International 1009

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|--|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | <p>"Liquidation Proceeds Remaining Balance" means any balance of the Liquidation Proceeds which is available to be applied in accordance with paragraphs 8.4.4 or 8.8.4 (as applicable),</p> <p>"Liquidation Value Per Share " means that amount equal to the Maximum Liquidation Proceeds divided by the number of Economic Shares, at the time of the applicable Liquidation Event,</p> <p>"Listing" means the admission of any Shares (or securities representing those shares) to listing (or the grant of permission for any such Shares or securities to be dealt in) on the Official List of the UK Listing Authority and to trading on the Main Market of London Stock Exchange plc, or to listing or trading on Nasdaq National Stock Market of the Nasdaq Stock Market Inc, on the AIM Market of the London Stock Exchange plc or on any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000) or any other public securities market and such admission (or permission) becoming effective,</p> <p>"Management Incentive Share " means a share which is designated as a "Management Incentive Share" of £0.000001 each in the capital of the Company,</p> <p>"Management Incentive Shareholder " means a holder from time to time of any Management Incentive Shares,</p> <p>"Management Incentive Value " means (except in relation to a Share Sale):</p> <p>(i) If the Liquidation Proceeds are equal to or less than the Priority Amount, then the Management Incentive Value is zero;</p> <p>(ii) If the Liquidation Proceeds are greater than the Priority Amount but equal to or less than X, then the Management Incentive Value is the difference between the Priority Amount and the Liquidation Proceeds; and</p> <p>(iii) If the Liquidation Proceeds are greater than X but less than Y, then the Management Incentive Value is 10% of the Liquidation Proceeds,</p> | |

SH01 - continuation page
Return of allotment of shares

7

Statement of capital (Prescribed particulars of rights attached to shares)

| Class of share | ALL SHARES |
|------------------------|---|
| Prescribed particulars | <p>where</p> $X = \frac{\text{Priority Amount}}{0.9}$ <p>and</p> $Y = \frac{\text{Liquidation Amount}}{0.9}$ <p>"Market Value " means, in relation to Offered Shares, the value of those Offered Shares calculated in accordance with the Company's Articles of Association and in relation to any other non -cash consideration, calculated in accordance with paragraph 8.14.</p> <p>"Maximum Liquidation Proceeds " means, as calculated on any Tranche Payment Date</p> <p>(i) if ascertainable, the highest possible amount of Liquidation Proceeds in respect of a particular Liquidation Event as determined by the Board or the Shareholders' Representative (as the case may be), whose decision shall be final and binding save in the case of manifest error (and, for the avoidance of doubt, such amount shall include any Liquidation Proceeds which are to be made available for payment to Shareholders on deferred and/or contingent terms), or</p> <p>(ii) if unascertainable, such amount shall be deemed to be £65 million;</p> <p>"MIS First Hurdle " means a Liquidation Value Per Share of £0.02796,</p> <p>"MIS Liquidation Proceeds" means that part of the Liquidation Proceeds which would become due to a holder of Management Incentive Shares under paragraph 8.1 to 8.9;</p> <p>"MIS Second Hurdle" means a Liquidation Value Per Share of £0.03635.</p> <p>"MIS Third Hurdle " means a Liquidation Value Per Share of £0.04474;</p> |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|---|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | <p>"Offered Aggregate Consideration " means the aggregate consideration offered by the Purchaser to the holders of the Tagging Shares and the Controlling Shares for their Shares, together with any consideration or benefit receivable by the proposed transferor(s) of the Controlling Shares directly or indirectly for or in connection with the sale or transfer;</p> <p>"Ordinary Share " means an Ordinary Share of £0 000004 each in the capital of the Company;</p> <p>"Ordinary Share Percentage " means that percentage resulting from the deduction of the Founder Share Percentage from 100 per cent..</p> <p>"Ordinary Shareholders" means the holders from time to time of all of the Ordinary Shares (and an</p> <p>"Ordinary Shareholder " is a Person who holds an Ordinary Share),</p> <p>"Preference Shareholder" means the holder of any Preferred Ordinary Shares,</p> <p>"Preferred Ordinary A Shares " means the shares designated as "Preferred Ordinary A Shares" of £0 20 each in the capital of the Company,</p> <p>"Preferred Ordinary B Shares " means the shares designated as "Preferred Ordinary B Shares" of £0.01 each in the capital of the Company;</p> <p>"Preferred Ordinary C Shares " means the shares designated as "Preferred Ordinary C Shares" of £0 0001 each in the capital of the Company,</p> <p>"Preferred Ordinary C1 Shares " means the shares designated as "Preferred Ordinary C1 Shares" of £0 0001 each in the capital of the Company;</p> <p>"Preferred Ordinary Shares " means the Preferred Ordinary A Shares, the Preferred Ordinary B Shares, the Preferred Ordinary C Shares and the Preferred Ordinary C1 Shares,</p> | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|---|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | <p>"Pre-New Money Valuation " means the figure that results from multiplying the total number of Ordinary Shares in issue immediately after a Listing (but excluding any new Ordinary Shares issued upon that Listing) by the subscription price per share (including any premium) in respect of new Ordinary Shares issued at the time of that Listing,</p> <p>"Priority Amount " means the aggregate of the Series C Investment and the Series C1 Investment;</p> <p>"Qualifying IPO Subscription Price " means an IPO Subscription Price of £0.055884 per new Ordinary Share issued on a Listing (being four times the Subscription Price for the Preferred Ordinary C1 Shares), as adjusted if applicable following any reorganisation of the Company's share capital (whether by way of split, combination or otherwise) or any bonus issue after the date of adoption of the Articles of Association in accordance with paragraph 8.22.</p> <p>"Qualifying Listing" means a Listing where the net proceeds received by the Company from the issue of new Ordinary Shares (at an IPO Subscription Price being no less than the Qualifying IPO Subscription Price) on such Listing is not less than £21,083,955.</p> <p>"Qualified Conversion A Ratio" means as defined in paragraph 3.3.4,</p> <p>"Qualified Conversion B Ratio" means as defined in paragraph 4.3.4,</p> <p>"Qualified Conversion C Ratio" means as defined in paragraph 5.3.5,</p> <p>"Qualified Conversion C1 Ratio " means as defined in paragraph 6.3.5;</p> <p>"Relevant Liquidation Amount" means in respect of the Preferred Ordinary A Shares the A Liquidation Amount or the A Share Sale Liquidation Amount (as appropriate), in respect of the Preferred Ordinary B Shares the B Liquidation Amount or the B Share Sale Liquidation Amount (as appropriate), in respect of the Preferred Ordinary C Shares the C Liquidation Amount or the C Share Sale Liquidation Amount (as appropriate) and in respect of the Preferred Ordinary C1 Shares the C1 Liquidation Amount or the C1 Share Sale Liquidation Amount (as appropriate).</p> | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|---|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | <p>"Series C Investment" means the Subscription Price for the Preferred Ordinary C Shares multiplied by the number of Preferred Ordinary C Shares in issue at the time the amount is calculated,</p> <p>"Series C1 Investment " means the Subscription Price for the Preferred Ordinary C1 Shares multiplied by the number of Preferred Ordinary C1 Shares in issue at the time the amount is calculated,</p> <p>"Series C Share Sale Investment Amount " means, in respect of any Share Sale, the Subscription Price for the Preferred Ordinary C Shares multiplied by the number of Preferred Ordinary C Shares participating in the Share Sale (if any);</p> <p>"Series C1 Share Sale Investment Amount" means, in respect of any Share Sale, the Subscription Price for the Preferred Ordinary C1 Shares multiplied by the number of Preferred Ordinary C1 Shares participating in the Share Sale (if any),</p> <p>"Share" means any share in the capital of the Company from time to time (and "Shares" shall be construed accordingly),</p> <p>"Share Sale" means the completion of any sale or transfer of any interest in any Shares (whether in one transaction or a series of related transactions) resulting in the transferee (either alone or together with its Connected Persons) holding a Controlling Interest in the Company save for any sale or transfer that is permitted,</p> <p>"Share Sale Liquidation Amount " means, in respect of any Share Sale, the sum of the A Share Sale Liquidation Amount, the B Share Sale Liquidation Amount, the C Share Sale Liquidation Amount and the C1 Share Sale Liquidation Amount,</p> <p>"Share Sale Management Incentive Value " means in respect of a Share Sale</p> | |

SH01 - continuation page

Return of allotment of shares

7

Statement of capital (Prescribed particulars of rights attached to shares)

| Class of share | ALL SHARES |
|------------------------|--|
| Prescribed particulars | <p>(i) if the Liquidation Proceeds are equal to or less than the Share Sale Priority Amount then the Share Sale Management Incentive Value is zero;</p> <p>(ii) if the Liquidation Proceeds are greater than the Share Sale Priority Amount but equal to or less than X then the Share Sale Management Incentive Value is the difference between the Share Sale Priority Amount and the Liquidation Proceeds, and</p> <p>(iii) if the Liquidation Proceeds are greater than X but less than Y, then the Share Sale Management Incentive Value is 10% of the Liquidation Proceeds,</p> <p>where</p> <p>$X = \frac{\text{Share Sale Priority Amount}}{0.9}$</p> <p>and</p> <p>$Y = \frac{\text{Share Sale Liquidation Amount}}{0.9}$</p> <p>"Share Sale Priority Amount " means, in respect of any Share Sale, the aggregate of the Series C Share Sale Investment Amount and the Series C1 Share Sale Investment Amount,</p> <p>"Shareholder" means a holder of any Share (and "Shareholders" shall be construed accordingly);</p> <p>"Shareholders' Representative" means as defined in paragraph 8.11,</p> <p>"Subscription Price " means in respect of each Preferred Ordinary A Share £0.30, in respect of each Preferred Ordinary B Share £0.03226, in respect of each Preferred Ordinary C Share £0.00253, in respect of each Preferred Ordinary C1 Share £0.013971 and in respect of each Management Incentive Share £0.000001,</p> <p>"Tranche Payment Date " means a date upon which any Liquidation Proceeds are made available for payment to Shareholders (or would have been made available if certain conditions had been satisfied), including (for the avoidance of doubt and if appropriate), the date of completion of any Liquidation Event;</p> |

CHFP025

10/09 Version 2.0 - Laserform International 10/09

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|---|--|
| Class of share | ORDINARY SHARES | |
| Prescribed particulars | 2 ORDINARY SHARES | |
| | 2 1 Voting | |
| | Each Ordinary Share confers on its holder the right to attend and speak at general meetings of the Company and to vote on a resolution proposed to holders of Ordinary Shares in accordance with the following | |
| | 2 1 1 On a show of hands each holder of Shares conferring a right to vote (whether present in person, by proxy or by corporate representative) shall have one vote | |
| | 2 1 2 On a poll each holder of Shares conferring a right to vote (whether present in person, by proxy or by corporate representative) shall be entitled to cast one vote for every Ordinary Share held or to which the holder would be entitled had all the Preferred Ordinary Shares held by that Shareholder been converted into Ordinary Shares (at the Relevant Conversion Ratio) immediately before the right is exercised | |
| | 2 2 Dividends | |
| | Subject to the dividend rights of the Preferred Ordinary A Shares Preferred Ordinary B Shares, Preferred Ordinary C Shares and Preferred Ordinary C1 Shares, each Ordinary Share in issue from time to time shall share equally with all other issued Ordinary Shares and all issued Preferred Ordinary Shares (on an as converted basis) in any Distribution declared, paid or made in respect of Ordinary Shares | |
| | 2 3 Particulars of any rights, as respects capital to participate in a distribution (including on a winding up) are set out in Paragraph 8 to these continuation sheets | |
| | 2 2 The Ordinary Shares are not redeemable | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|--|--|
| Class of share | PREFERRED ORDINARY A SHARES | |
| Prescribed particulars | 3 PREFERRED ORDINARY A SHARES | |
| | 3 1 Voting | |
| | <p>3 1 1 Each Preferred Ordinary A Share confers on its holder the rights (including the rights to attend, speak and vote) at general meetings of the Company on an as converted basis as if the Preferred Ordinary A Shares had so converted immediately before the relevant right is exercised, in accordance with the following</p> | |
| | <p>3 1 1.1 On a show of hands each holder of Shares conferring a right to vote (whether present in person, by proxy or by corporate representative) shall have one vote</p> | |
| | <p>3 1 1.2 On a poll each holder of Shares conferring a right to vote (whether present in person, by proxy or by corporate representative) shall be entitled to cast one vote for every Ordinary Share held or to which the holder would be entitled had all the Preferred Ordinary Shares held by that Shareholder been converted into Ordinary Shares (at the Relevant Conversion Ratio) immediately before the right is exercised</p> | |
| | <p>3 1 2 On a written resolution every holder of Preferred Ordinary A Shares as at the time on which the first copy of the resolution is sent or submitted to such Shareholder in accordance with Chapter 2 of Part 13 of the Companies Act 2006, shall have one vote for every Ordinary Share to which he would be entitled on an as converted basis</p> | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|---|------------|
| Class of share | PREFERRED ORDINARY A SHARES | |
| Prescribed particulars | 3 2 | Dividends |
| | <p>Each Preferred Ordinary A Share in issue from time to time confers on its holder the right to participate in any Distribution declared in respect of Ordinary Shares on an as converted basis as if all the Preferred Ordinary A Shares held by that holder had so converted immediately before the Distribution was declared</p> | |
| | 3 3 | Conversion |
| | <p>3 3 1 Preferred Ordinary A Shares shall convert into Ordinary Shares on the terms of this Paragraph 3 3 and the corresponding authorised share capital shall be redesignated accordingly, automatically Where this would result in a reduction in the nominal aggregate amount of Shares held by the Shareholder (including where the Conversion A Ratio is zero), the Preferred Ordinary A Shares shall also convert into such number of Deferred Shares as is required to ensure that the nominal aggregate amount of Shares held by that Shareholder remains the same</p> | |
| | <p>3 3 2 Each Preferred Ordinary A Share confers on its holder the right to elect by notice in writing given to the Board that some or all of the Preferred Ordinary A Shares held by such holder shall convert into Ordinary Shares at the Conversion A Ratio</p> | |
| | <p>3 3 3 All the Preferred Ordinary A Shares shall automatically convert into fully paid Ordinary Shares</p> | |
| | <p>3 3 3 1 at the Conversion A Ratio upon written notice signed by the holders of not less than 75% of the Preferred Ordinary A Shares then in issue being given to the Board and to each holder of Preferred Ordinary A Shares, or</p> | |
| | <p>3 3 3 2 at the applicable ratio determined in accordance with Paragraph 3 3 4 immediately prior to completion of a Qualifying Listing</p> | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|--|--|
| Class of share | PREFERRED ORDINARY A SHARES | |
| Prescribed particulars | <p data-bbox="480 528 1098 651">3 3 4 In the event of a Qualifying Listing, the Preferred Ordinary A Shares shall convert into Ordinary Shares, by multiplying the number of Preferred Ordinary A Shares by the higher of</p> <p data-bbox="647 685 1098 808">3 3 4 1 the Conversion A Ratio as set out in Paragraph 3 3 6 (as adjusted in accordance with Paragraph 3 3 7 and/or Paragraph 3 3.8), or</p> <p data-bbox="647 842 1098 869">3 3 4 2 the Qualified Conversion A Ratio</p> <p data-bbox="568 902 1098 1440">For the purposes of this Paragraph 3, "Qualified Conversion A Ratio" means the Conversion A Ratio as adjusted such that a holder of Preferred A Ordinary Shares shall receive on conversion of its Preferred A Ordinary Shares that number (if any) of Ordinary Shares such that the proportion which the Preferred A Ordinary Shares held by that holder (on an as converted basis) bears to the issued Equity Shares at the time of the Qualifying Listing on an as converted basis (but excluding any new Equity Shares issued upon that Qualifying Listing) shall be equal to the proportion of the proceeds that such holder would have been entitled to receive on a Share Sale involving the sale of all of the Shares on that date (assuming for these purposes that the Liquidation Proceeds are equal to the Pre-New Money Valuation)</p> <p data-bbox="488 1473 1098 1753">3 3 5 The Preferred Ordinary A Shares held by a Shareholder which are being converted shall convert into the nearest whole number of Ordinary Shares (fractional entitlements being rounded down to the nearest whole number) determined by multiplying the number of Preferred Ordinary A Shares then being converted by the Conversion A Ratio or, in the event of a Qualifying Listing, by the applicable ratio determined in accordance with Paragraph 3 3 4</p> <p data-bbox="488 1787 1098 1888">3 3 6 The Conversion A Ratio shall, subject to Paragraphs 3 3 7 and 3 3 8, be 2 0391 Ordinary Shares for each Preferred Ordinary A Share</p> | |

SH01 – continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|---|--|
| Class of share | PREFERRED ORDINARY A SHARES | |
| Prescribed particulars | <p>3 3 7 If there is a reorganisation of the Company's share capital (whether by way of split, combination or otherwise) or there is an bonus issue after the date of adoption of these Paragraphs, the Board or a holder of the Preferred Ordinary A Shares may request an Independent Expert to adjust the Conversion A Ratio to take account of the reorganisation or the bonus issue (as the case may be) and to certify the then current Conversion A Ratio so that, upon conversion, the holders of the Preferred Ordinary A Shares shall hold the same proportion of the issued Ordinary Shares on an as converted basis as they would have held had the reorganisation or bonus issue not occurred The Independent Expert's costs shall be borne by the Company The Independent Expert's determination shall, except in the case of manifest error, be binding on the Company and holders of Shares For the avoidance of doubt, this Paragraph 3 3 7 shall not apply on a Qualifying Listing</p> <p>3 3 8 In the event that a Shareholder has received a payment in respect of any of its Preferred Ordinary A Shares pursuant to Paragraphs 8.4 3 1, 8 5 5 and/or 8 5.6 3 (or Paragraphs 8.8 3 1, 8 9 5 and/or 8 9.6 3 (if appropriate)), the Conversion A Ratio in respect of those Preferred Ordinary A Shares shall be adjusted such that the Conversion A Ratio shall be the number</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p>The aggregate amount received pursuant to Paragraphs 8.4 3 1, 8 5 5 and 8 5.6 3 (or Paragraphs 8.8.3 1, 8 9 5 and 8 9 6 3 (if appropriate)) in respect of that Preferred Ordinary A Share</p> <p>1- _____</p> <p>Subscription Price for a Preferred Ordinary A Share</p> </div> | |

Ax

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|--|--|
| Class of share | PREFERRED ORDINARY A SHARES | |
| Prescribed particulars | <p>where A is the Conversion A Ratio prior to any adjustment pursuant to this Paragraph 3 3 8 Notwithstanding the foregoing, if the number derived from the formula above is less than zero then the Conversion A Ratio will be zero</p> <p>3 3 9 In the event that the holder from time to time of any Preferred Ordinary A Share has received amounts pursuant to Paragraphs 8 4 3 1, 8 5 5 or 8 5 6 3 (or Paragraphs 8 8 3 1, 8 9 5 or 8 9 6 3 (if appropriate)) for that Preferred Ordinary A Share that in aggregate equal the Subscription Price for Preferred Ordinary A Shares, that Preferred Ordinary A Share shall automatically convert into such number of Deferred Shares as is equal to the nominal value of that Preferred Ordinary A Share</p> <p>3 4 Particulars of any rights, as respects capital, to participate in a distribution (including on a winding up) are set out, in Paragraph 8 to these continuation sheets</p> <p>3 5 The Preferred Ordinary A Shares are not redeemable</p> | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|--|--|
| Class of share | PREFERRED ORDINARY B SHARES | |
| Prescribed particulars | 4 PREFERRED ORDINARY B SHARES | |
| | <p>4.1 Voting</p> <p>4.1.1 Each Preferred Ordinary B Share confers on its holder the rights (including the rights to attend, speak and vote) at general meetings of the Company on an as converted basis as if the Preferred Ordinary B Shares had so converted immediately before the relevant right is exercised, in accordance with the following</p> <p style="padding-left: 40px;">4.1.1.1 On a show of hands each holder of Shares conferring a right to vote (whether present in person, by proxy or by corporate representative) shall have one vote</p> <p style="padding-left: 40px;">4.1.1.2 On a poll each holder of Shares conferring a right to vote (whether present in person, by proxy or by corporate representative) shall be entitled to cast one vote for every Ordinary Share held or to which the holder would be entitled had all the Preferred Ordinary Shares held by that Shareholder been converted into Ordinary Shares (at the Relevant Conversion Ratio) immediately before the right is exercised</p> <p>4.1.2 On a written resolution every holder of Preferred Ordinary B Shares as at the time on which the first copy of the resolution is sent or submitted to such Shareholder in accordance with Chapter 2 of Part 13 of the Companies Act 2006, shall have one vote for every Ordinary Share to which he would be entitled on an as converted basis</p> | |

SH01 - continuation page
Return of allotment of shares

7

Statement of capital (Prescribed particulars of rights attached to shares)

| Class of share | PREFERRED ORDINARY B SHARES | |
|------------------------|---|--|
| Prescribed particulars | <p>4 2 Dividends</p> <p>Each Preferred Ordinary B Share in issue from time to time confers on its holder the right to participate in any Distribution declared in respect of Ordinary Shares on an as converted basis as if all the Preferred Ordinary B Shares held by that holder had so converted immediately before the Distribution was declared</p> <p>4 3 Conversion</p> <p>4 3 1 Preferred Ordinary B Shares shall convert into Ordinary Shares on the terms of this Paragraph 4 3 and the corresponding authorised share capital shall be redesignated accordingly, automatically Where this would result in a reduction in the nominal aggregate amount of Shares held by the Shareholder (including where the Conversion B Ratio is zero), the Preferred Ordinary B Shares shall also convert into such number of Deferred Shares as is required to ensure that the nominal aggregate amount of Shares held by that Shareholder remains the same</p> <p>4 3 2 Each Preferred Ordinary B Share confers on its holder the right to elect by notice in writing given to the Board that some or all of the Preferred Ordinary B Shares held by such holder shall convert into Ordinary Shares at the Conversion B Ratio</p> <p>4 3 3 All the Preferred Ordinary B Shares shall automatically convert into fully paid Ordinary Shares</p> <p>4 3 3 1 at the Conversion B Ratio upon written notice signed by the holders of not less than 75% of the Preferred Ordinary B Shares then in issue being given to the Board and to each holder of Preferred Ordinary B Shares, or</p> <p>4 3 3 2 at the applicable ratio determined in accordance with Paragraph 4 3 4 immediately prior to completion of a Qualifying Listing</p> | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|--|--|
| Class of share | PREFERRED ORDINARY B SHARES | |
| Prescribed particulars | <p>4 3 4 In the event of a Qualifying Listing, the Preferred Ordinary B Shares shall convert into Ordinary Shares, by multiplying the number of Preferred Ordinary B Shares by the higher of:</p> <p style="padding-left: 40px;">4 3 4 1 the Conversion B Ratio as set out in Paragraph 4 3 6 (as adjusted in accordance with Paragraph 4 3 7 and/or Paragraph 4 3 8), or</p> <p style="padding-left: 40px;">4.3 4 2 the Qualified Conversion B Ratio</p> <p>For the purposes of this Paragraph 4, "Qualified Conversion B Ratio" means the Conversion B Ratio as adjusted such that a holder of Preferred B Ordinary Shares shall receive on conversion of its Preferred B Ordinary Shares that number (if any) of Ordinary Shares such that the proportion which the Preferred B Ordinary Shares held by that holder (on an as converted basis) bears to the issued Equity Shares at the time of the Qualifying Listing on an as converted basis (but excluding any new Equity Shares issued upon that Qualifying Listing) shall be equal to the proportion of the proceeds that such holder would have been entitled to receive on a Share Sale involving the sale of all of the Shares on that date (assuming for these purposes that the Liquidation Proceeds are equal to the Pre-New Money Valuation)</p> <p>4 3 5 The Preferred Ordinary B Shares held by a Shareholder which are being converted shall convert into the nearest whole number of Ordinary Shares (fractional entitlements being rounded down to the nearest whole number) determined by multiplying the number of Preferred Ordinary B Shares then being converted by the Conversion B Ratio or, in the event of a Qualifying Listing, by the applicable ratio determined in accordance with Paragraph 4 3 4</p> | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|---|--|
| Class of share | PREFERRED ORDINARY B SHARES | |
| Prescribed particulars | <p data-bbox="480 521 1093 616">4 3 6 The Conversion B Ratio shall, subject to Paragraphs 4 3 7 and 4 3 8, be one Ordinary Share for each Preferred Ordinary B share</p> <p data-bbox="480 645 1093 1288">4 3 7 If there is a reorganisation of the Company's share capital (whether by way of split, combination or otherwise) or there is an bonus issue after the date of adoption of these Paragraphs, the Board or a holder of the Preferred Ordinary B Shares may request an Independent Expert to adjust the Conversion B Ratio to take account of the reorganisation or the bonus issue (as the case may be) and to certify the then current Conversion B Ratio so that upon conversion the holders of the Preferred Ordinary B Shares shall hold the same proportion of the issued Ordinary Shares on an as converted basis as they would have held had the reorganisation or bonus issue not occurred The Independent Expert's costs shall be borne by the Company The Independent Expert's determination shall, except in the case of manifest error, be binding on the Company and holders of Shares For the avoidance of doubt, this Paragraph 4 3 7 shall not apply on a Qualifying Listing</p> <p data-bbox="480 1317 1093 1568">4 3 8 In the event that a Shareholder has received a payment in respect of any of its Preferred Ordinary B Shares pursuant to Paragraphs 8 4 2 1, 8 5 4 and/or 8 5 6 2 (or Paragraphs 8 8 2 1, 8 9 4 and/or 8 9 6 2 (if appropriate)), the Conversion B Ratio in respect of those Preferred Ordinary B Shares shall be adjusted such that the Conversion B Ratio shall be the number derived from the following formula</p> | |

SH01 – continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|---|--|
| Class of share | PREFERRED ORDINARY B SHARES | |
| Prescribed particulars | <p data-bbox="414 790 443 813">Ax</p> <div data-bbox="499 656 994 992" style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p data-bbox="547 685 978 875">The aggregate amount received pursuant to Paragraphs 8.4.2.1, 8.5.4 and 8.5.6.2 (or Paragraphs 8.8.2.1, 8.9.4 and 8.9.6.2 (if appropriate)) in respect of that Preferred Ordinary A Share</p> <p data-bbox="523 864 547 887">1-</p> <p data-bbox="547 898 978 958">Subscription Price for a Preferred Ordinary A Share</p> </div> <p data-bbox="499 1133 1082 1290">Where A is the Conversion B Ratio (prior to any adjustment pursuant to this Paragraph 4.3.8) Notwithstanding the foregoing, if the number derived from the formula above is less than zero then the Conversion B Ratio shall be zero</p> <p data-bbox="419 1323 1082 1641">4.3.9 In the event that any holder from time to time of any Preferred Ordinary B Share has received amounts pursuant to Paragraphs 8.4.2.1, 8.5.4 or 8.5.6.2 (or Paragraphs 8.8.2.1, 8.9.4 or 8.9.6.2 (if appropriate)) for that Preferred Ordinary B Share that in aggregate equal the Subscription Price for Preferred Ordinary B Shares, that Preferred Ordinary B Share shall automatically convert into such number of Deferred Shares as is equal to the nominal value of that Preferred Ordinary B Share</p> <p data-bbox="435 1675 1082 1798">4.4 Particulars of any rights, as respects capital, to participate in a distribution (including on a winding up) are set out in paragraph 8 to these continuation sheets</p> <p data-bbox="419 1832 1042 1854">4.5 The Preferred Ordinary B Shares are not redeemable</p> | |

SH01 - continuation page

Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|--|--|
| Class of share | PREFERRED ORDINARY C SHARES | |
| Prescribed particulars | <p>5 PREFERRED ORDINARY C SHARES</p> <p>5.1 Voting</p> <p>5.1.1 Each Preferred Ordinary C Share confers on its holder the rights (including the rights to attend, speak and vote) at general meetings of the Company on an as converted basis as if the Preferred Ordinary C Shares had so converted immediately before the relevant right is exercised, in accordance with the following</p> <p>5.1.1.1 On a show of hands each holder of Shares conferring a right to vote (whether present in person, by proxy or by corporate representative) shall have one vote</p> <p>5.1.1.2 On a poll each holder of Shares conferring a right to vote (whether present in person, by proxy or by corporate representative) shall be entitled to cast one vote for every Ordinary Share held or to which the holder would be entitled had all the Preferred Ordinary Shares held by that Shareholder been converted into Ordinary Shares (at the Relevant Conversion Ratio) immediately before the right is exercised</p> <p>5.1.2 On a written resolution every holder of Preferred Ordinary C Shares as at the time on which the first copy of the resolution is sent or submitted to such Shareholder in accordance with Chapter 2 of Part 13 of the Companies Act 2006, shall have one vote for every Ordinary Share to which he would be entitled on an as converted basis</p> | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|---|--|
| Class of share | PREFERRED ORDINARY C SHARES | |
| Prescribed particulars | 5 2 | |
| | <p>Dividends</p> <p>Each Preferred Ordinary C Share in issue from time to time confers on its holder the right to participate in any Distribution declared in respect of Ordinary Shares on an as converted basis as if all the Preferred Ordinary C Shares held by that holder had so converted immediately before the Distribution was declared</p> | |
| | <p>5 3 Conversion</p> <p>5 3 1 Preferred Ordinary C Shares shall convert into Ordinary Shares on the terms of this Paragraph 5 3 and the corresponding authorised share capital shall be redesignated accordingly, automatically Where this would result in a reduction in the nominal aggregate value of Shares held by the Shareholder, the Preferred Ordinary C Shares shall also convert into such number of Deferred Shares as is required to ensure that the nominal aggregate value of Shares held by that Shareholder remains the same</p> <p>5 3 2 Each holder of Preferred Ordinary C Shares shall have the right to elect by notice in writing to the Board to convert some or all of the Preferred Ordinary C Shares held by such holder into Ordinary Shares at the Conversion C Ratio</p> <p>5 3 3 All the Preferred Ordinary C Shares shall automatically convert into fully paid Ordinary Shares</p> <p>5 3 3 1 at the Conversion C Ratio upon written notice signed by holders of not less than 75% of the Preferred Ordinary C Shares then in issue being given to the Board and to each holder of Preferred Ordinary C Shares, or</p> <p>5 3 3 2 at the applicable ratio determined in accordance with Paragraph 5 3 5 immediately prior to completion of a Qualifying Listing</p> | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|--|--|
| Class of share | PREFERRED ORDINARY C SHARES | |
| Prescribed particulars | <p>5 3 4 Upon a Liquidation Event, those Preferred Ordinary C Shares that participate in that Liquidation Event and receive the C Liquidation Amount or the C Share Sale Liquidation Amount pursuant to Paragraphs 8 4 1, 8 5 1, 8 5 3, 8 5 6, 8 8 1, 8 9 1, 8 9 3 or 8 9 6 (as the case may be) shall automatically convert into Ordinary Shares at the Conversion C Ratio immediately following receipt of the C Liquidation Amount or the C Share Sale Liquidation Amount (as the case may be)</p> <p>5 3 5 In the event of a Qualifying Listing, the Preferred Ordinary C Shares shall convert into Ordinary Shares, by multiplying the number of Preferred Ordinary C Shares by the higher of</p> <p>5 3 5 1 the Conversion C Ratio as set out in Paragraph 5 3 7 (as adjusted in accordance with Paragraph 5 3 8), or</p> <p>5 3 5 2 the Qualified Conversion C Ratio</p> <p>For the purposes of this Paragraph 5, "Qualified Conversion C Ratio" means the Conversion C Ratio as adjusted such that a holder of Preferred C Ordinary Shares shall receive on conversion of its Preferred C Ordinary Shares that number (if any) of Ordinary Shares such that the proportion which the Preferred C Ordinary Shares held by that holder (on an as converted basis) bears to the issued Equity Shares at the time of the Qualifying Listing on an as converted basis (but excluding any new Equity Shares issued upon that Qualifying Listing) shall be equal to the proportion of the proceeds that such holder would have been entitled to receive on a Share Sale involving the sale of all of the Shares on that date (assuming for these purposes that the Liquidation Proceeds are equal to the Pre-New Money Valuation)</p> | |

CHFP025

10/09 Version 2.0 Laserform International 10/09

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|---|--|
| Class of share | PREFERRED ORDINARY C SHARES | |
| Prescribed particulars | <p>5 3 6 The Preferred Ordinary C Shares held by a shareholder that are being converted shall convert into the nearest whole number of Ordinary Shares (fractional entitlements being rounded down to the nearest whole number) determined by multiplying the number of Preferred Ordinary C Shares then being converted by the Conversion C Ratio or, in the event of a Qualifying Listing, by the applicable ratio determined in accordance with Paragraph 5 3 5</p> <p>5 3 7 The Conversion C Ratio shall, subject to Paragraph 5 3 8, be one Ordinary Share for each Preferred Ordinary C Share</p> <p>5 3 8 If there is a reorganisation of the Company's share capital (whether by way of split, combination or otherwise) or there is an bonus issue after the date of adoption of these Paragraphs, the Board or a holder of Preferred Ordinary C Shares may request an Independent Expert to adjust the Conversion C Ratio to take account of the reorganisation or the bonus issue (as the case may be) and to certify the then current Conversion C Ratio so that upon conversion the holders of the Preferred Ordinary C Shares shall hold the same proportion of the issued Ordinary Shares on an as converted basis as they would have held had the reorganisation or bonus issue not occurred. The Independent Expert's costs shall be borne by the Company. The Independent Expert's certificate shall, except in the case of manifest error, be binding on the Company and holders of Shares. For the avoidance of doubt, this Paragraph 5 3 8 shall not apply on a Qualifying Listing</p> <p>5 4 Particulars of any rights, as respects capital, to participate in a distribution (including on a winding up) are set out in paragraph 8 to these continuation sheets</p> <p>5 5 The Preferred Ordinary C Shares are not redeemable</p> | |

SH01 - continuation page

Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|--|---|
| Class of share | PREFERRED ORDINARY C1 SHARES | |
| Prescribed particulars | 6 | PREFERRED ORDINARY C1 SHARES |
| | 6 1 | Voting |
| | 6 1 1 | Each Preferred Ordinary C1 Share confers on its holder the rights (including the rights to attend, speak and vote) at general meetings of the Company on an as converted basis as if the Preferred Ordinary C1 Shares had so converted immediately before the relevant right is exercised, in accordance with the following |
| | 6 1 1 1 | On a show of hands each holder of Shares conferring a right to vote (whether present in person, by proxy or by corporate representative) shall have one vote |
| | 6 1 1 2 | On a poll each holder of Shares conferring a right to vote (whether present in person, by proxy or by corporate representative) shall be entitled to cast one vote for every Ordinary Share held or to which the holder would be entitled had all the Preferred Ordinary Shares held by that Shareholder been converted into Ordinary Shares (at the Relevant Conversion Ratio) immediately before the right is exercised |
| | 6 1 2 | On a written resolution every holder of Preferred Ordinary C1 Shares as at the time on which the first copy of the resolution is sent or submitted to such Shareholder in accordance with Chapter 2 of Part 13 of the Companies Act 2006, shall have one vote for every Ordinary Share to which he would be entitled on an as converted basis |

SH01 - continuation page
Return of allotment of shares

7

Statement of capital (Prescribed particulars of rights attached to shares)

| Class of share | PREFERRED ORDINARY C1 SHARES | |
|------------------------|--|--|
| Prescribed particulars | <p>6 2 Dividends</p> <p>Each Preferred Ordinary C1 Share in issue from time to time confers on its holder the right to participate in any Distribution declared in respect of Ordinary Shares on an as converted basis as if all the Preferred Ordinary C1 Shares held by that holder had so converted immediately before the Distribution was declared</p> <p>6 3 Conversion</p> <p>6 3 1 Preferred Ordinary C1 Shares shall convert into Ordinary Shares on the terms of this Paragraph 6 3 and the corresponding authorised share capital shall be redesignated accordingly, automatically Where this would result in a reduction in the nominal aggregate value of Shares held by the Shareholder, the Preferred Ordinary C1 Shares shall also convert into such number of Deferred Shares as is required to ensure that the nominal aggregate value of Shares held by that Shareholder remains the same</p> <p>6 3 2 Each holder of Preferred Ordinary C1 Shares shall have the right to elect by notice in writing to the Board to convert some or all of the Preferred Ordinary C1 Shares held by such holder into Ordinary Shares at the Conversion C1 Ratio</p> | |

SH01 - continuation page
Return of allotment of shares

7

Statement of capital (Prescribed particulars of rights attached to shares)

| Class of share | PREFERRED ORDINARY C1 SHARES |
|------------------------|---|
| Prescribed particulars | <p>6 3 3 All the Preferred Ordinary C1 Shares shall automatically convert into fully paid Ordinary Shares</p> <p>6 3 3 1 at the Conversion C1 Ratio upon written notice signed by holders of a majority of the Preferred Ordinary C1 Shares then in issue being given to the Board and to each holder of Preferred Ordinary C1 Shares.</p> <p>6 3 3 2 at the Conversion C1 Ratio upon the passing of a resolution in favour of such conversion by holders of a majority of the Preferred Ordinary C1 Shares in a meeting of holders of such class of Shares, or</p> <p>6 3 3 3 at the applicable ratio determined in accordance with Paragraph 6 3 5 immediately prior to completion of a Qualifying Listing</p> <p>6 3 4 Upon a Liquidation Event, those Preferred Ordinary C1 Shares that participate in that Liquidation Event and receive the C1 Liquidation Amount or C1 Share Sale Liquidation Amount pursuant to Paragraphs 8 4 1, 8 5 1, 8 5 3, 8 5 6, 8 8 1, 8 9.1, 8 9 3 or 8 9 6 (as the case may be) shall automatically convert into Ordinary Shares at the Conversion C1 Ratio immediately following receipt of the C1 Liquidation Amount or C Share Sale Liquidation Amount (as the case may be)</p> |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|---|--|
| Class of share | PREFERRED ORDINARY C1 SHARES | |
| Prescribed particulars | <p>6 3 5 In the event of a Qualifying Listing, the Preferred Ordinary C1 Shares shall convert into Ordinary Shares, by multiplying the number of Preferred Ordinary C1 Shares by the higher of</p> <p>6 3 5 1 the Conversion C1 Ratio as set out in Paragraph 6 3 7 (as adjusted in accordance with Paragraph 6 3 8), or</p> <p>6 3 5 2 the Qualified Conversion C1 Ratio</p> <p>For the purposes of this Paragraph 6, "Qualified Conversion C1 Ratio" means the Conversion C1 Ratio as adjusted such that a holder of Preferred C1 Ordinary Shares shall receive on conversion of its Preferred C1 Ordinary Shares that number (if any) of Ordinary Shares such that the proportion which the Preferred C1 Ordinary Shares held by that holder (on an as converted basis) bears to the issued Equity Shares at the time of the Qualifying Listing on an as converted basis (but excluding any new Equity Shares issued upon that Qualifying Listing) shall be equal to the proportion of the proceeds that such holder would have been entitled to receive on a Share Sale involving the sale of all of the Shares on that date (assuming for these purposes that the Liquidation Proceeds are equal to the Pre-New Money Valuation)</p> <p>6 3 6 The Preferred Ordinary C1 Shares held by a shareholder that are being converted shall convert into the nearest whole number of Ordinary Shares (fractional entitlements being rounded down to the nearest whole number) determined by multiplying the number of Preferred Ordinary C1 Shares then being converted by the Conversion C1 Ratio or, in the event of a Qualifying Listing, by the applicable ratio determined in accordance with Paragraph 6 3 5</p> | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|--|--|
| Class of share | PREFERRED ORDINARY C1 SHARES | |
| Prescribed particulars | 6 3 7 | The Conversion C1 Ratio shall, subject to Paragraph 6 3 8, be one Ordinary Share for each Preferred Ordinary C1 Share |
| | 6 3 8 | If there is a reorganisation of the Company's share capital (whether by way of split, combination or otherwise) or there is an bonus issue after the date of adoption of these Paragraphs, the Board or a holder of Preferred Ordinary C1 Shares may request an Independent Expert to adjust the Conversion C1 Ratio to take account of the reorganisation or the bonus issue (as the case may be) and to certify the then current Conversion C1 Ratio so that upon conversion the holders of the Preferred Ordinary C1 Shares shall hold the same proportion of the issued Ordinary Shares on an as converted basis as they would have held had the reorganisation or bonus issue not occurred. The Independent Expert's costs shall be borne by the Company. The Independent Expert's certificate shall, except in the case of manifest error, be binding on the Company and holders of Shares. For the avoidance of doubt, this Paragraph 6 3 8 shall not apply on a Qualifying Listing |
| | 6 4 | Particulars of any rights, as respects capital, to participate in a distribution (including on a winding up) are set out in paragraph 8 to these continuation sheets |
| | 6 5 | The Preferred Ordinary C1 Shares are not redeemable |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|--|---|
| Class of share | MANAGEMENT INCENTIVE SHARES | |
| Prescribed particulars | 7 | MANAGEMENT INCENTIVE SHARES |
| | 7 1 | Voting Management Incentive Shares confer on their holders no rights to attend, speak or vote at general meetings of the Company or to vote on a written resolution of the members |
| | 7 2 | Dividends The Management Incentive Shares in issue from time to time confer on their holders no right to participate in any Distribution, including any Distribution declared in respect of Ordinary Shares |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|---|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | <p>8 LIQUIDATION EVENT, LISTING AND QUALIFYING LISTING</p> <p>Liquidation Events other than Share Sales</p> <p>8 1 Subject to applicable legislation, as soon as reasonably practicable following an Asset Sale, the Board shall approve and give effect to a return of capital to Shareholders in an amount being the Liquidation Proceeds deriving from the consideration paid or payable (whether present, deferred or contingent) attributable to such Asset Sale, upon receipt of the same by the Company</p> <p>8 2 Subject to the provisions of this Paragraph 8, on a Liquidation Event other than a Share Sale, all Liquidation Proceeds shall be applied by the Company as follows</p> <p>(a) if the Maximum Liquidation Proceeds are equal to or less than the Priority Amount, in the order of priority set out in Paragraph 8 3,</p> <p>(b) if the Maximum Liquidation Proceeds are equal to or in excess of an amount equal to the Liquidation Amount divided by 0 9, in the order of priority set out in Paragraph 8 4, and</p> <p>(c) in all other circumstances, in the order of priority set out in Paragraph 8 5</p> <p>The provisions of this Paragraph 8 2 shall apply to all issued Shares, including any Shares which are or will be allotted pursuant to the exercise or conversion of options or rights to subscribe or the conversion of securities convertible into Shares that are exercisable upon the occurrence of the Liquidation Event</p> <p>8 3 Paying the Liquidation Proceeds to the holders of the Preferred Ordinary C Shares and the Preferred Ordinary C1 Shares pro rata to the aggregate Subscription Price paid by each holder for such Shares</p> | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|---|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | 8 4 | |
| | <p>8 4 1 First, paying from the balance of the Liquidation Proceeds, on a pro rata basis, up to</p> <p>8 4 1 1 an amount equal to 300% of the aggregate Subscription Price for all Preferred Ordinary C Shares (the "C Liquidation Amount") to the holders of the Preferred C Ordinary Shares pro rata to their respective holdings of Preferred Ordinary C Shares,</p> <p>8 4 1 2 an amount equal to 125% of the aggregate Subscription Price for all Preferred Ordinary C1 Shares (the "C1 Liquidation Amount") to the holders of the Preferred Ordinary C1 Shares pro rata to their respective holdings of Preferred Ordinary C1 Shares, and</p> <p>8 4 1 3 subject to Paragraph 8 18, an amount equal to</p> <p>8 4 1 3 1 the quotient determined by dividing the sum of the C Liquidation Amount and the C1 Liquidation Amount by 0 9, minus</p> <p>8.4.1 3.2 the sum of the C Liquidation Amount and the C1 Liquidation Amount,</p> <p>to the holders of the Management Incentive Shares, pro rata to their respective holdings of Management Incentive Shares,</p> | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|---|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | 8 4 2 Second, paying from the balance of the Liquidation Proceeds, on a pro rata basis, up to | |
| | 8 4 2 1 the aggregate Subscription Price for all Preferred Ordinary B Shares (the "B Liquidation Amount") to the holders of the Preferred Ordinary B Shares pro rata to their respective holdings of Preferred Ordinary B Shares, and | |
| | 8 4 2 2 subject to Paragraph 8 18, an amount equal to | |
| | 8 4 2 2 1 the quotient determined by dividing the B Liquidation Amount by 0 9, minus | |
| | 8 4 2 2 2 the B Liquidation Amount, to the holders of the Management Incentive Shares pro rata to their respective holdings of Management Incentive Shares, | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|---|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | <p>8 4 3 Third, paying from the balance of the Liquidation Proceeds, on a pro rata basis, up to</p> <p>8 4 3 1 the aggregate Subscription Price for all Preferred Ordinary A Shares (the "A Liquidation Amount") to the holders of the Preferred Ordinary A Shares pro rata to their respective holdings of Preferred Ordinary A Shares, and</p> <p>8 4 3 2 subject to Paragraph 8 18, an amount equal to</p> <p>8 4 3 2 1 the quotient determined by dividing the A Liquidation Amount by 0 9, minus</p> <p>8 4 3 2 2 the A Liquidation Amount,</p> <p>to the holders of the Management Incentive Shares pro rata to their respective holdings of Management Incentive Shares, and</p> <p>8 4 4 Finally, paying on a pro rata basis (subject to Paragraph 8 17 2)</p> <p>8 4 4 1 the Ordinary Share Percentage of the Liquidation Proceeds Remaining Balance (rounded down to the nearest pound Sterling), to the holders of Ordinary Shares (including any Ordinary Shares arising on the conversion of Preferred Ordinary C Shares and/or Preferred Ordinary C1 Shares pursuant to Paragraph 5 3 4 and/or Paragraph 6 3 4 (respectively)) pro rata to their respective holdings of Ordinary Shares and</p> <p>8 4 4 2 the Founder Share Percentage of the Liquidation Proceeds Remaining Balance (rounded down to the nearest pound Sterling), to the holders of the Founder Shares, pro rata to their respective holdings of Founder Shares</p> | |

SH01 - continuation page
Return of allotment of shares

7

Statement of capital (Prescribed particulars of rights attached to shares)

| | | |
|------------------------|--|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | <p>8 5</p> <p>8 5 1 First, in paying the Priority Amount to the holders of the Preferred Ordinary C Shares and the Preferred Ordinary C1 Shares pro rata to the aggregate Subscription Price paid by each such holder for such Shares,</p> <p>8 5 2 Second, if the Management Incentive Value is greater than zero, in paying the Management Incentive Value to the Management Incentive Shareholders pro rata to the number of Management Incentive Shares held by such Shareholders,</p> <p>8 5 3 Third, in paying the balance of the Liquidation Proceeds on a pro rata basis up to an amount equal to 90% of Aggregate C/C1 Liquidation Balance as follows</p> <p style="padding-left: 40px;">8 5 3 1 up to an amount equal to 90% of the C Liquidation Balance to the holders of the Preferred Ordinary C Shares pro rata to their respective holdings of Preferred Ordinary C Shares, and</p> <p style="padding-left: 40px;">8 5 3 2 up to an amount equal to 90% of the C1 Liquidation Balance to the holders of the Preferred Ordinary C1 Shares pro rata to their respective holdings of Preferred Ordinary C1 Shares,</p> <p>8 5 4 Fourth, in paying the balance of the Liquidation Proceeds up to an amount equal to 90% of the B Liquidation Amount to the holders of the Preferred Ordinary B Shares pro rata to their respective holdings of Preferred Ordinary B Shares,</p> <p>8 5 5 Fifth, in paying the balance of the Liquidation Proceeds up to an amount equal to 90% of the A Liquidation Amount to the holders of the Preferred Ordinary A Shares pro rata to their respective holdings of Preferred Ordinary A Shares, and</p> | |

SH01 - continuation page

Return of allotment of shares

7

Statement of capital (Prescribed particulars of rights attached to shares)

| Class of share | ALL SHARES |
|------------------------|--|
| Prescribed particulars | <p>8 5 6 Finally, if the holders of the Preferred Ordinary Shares have not, in aggregate, received the Liquidation Amount then, in the following order of priority:</p> <p>8 5 6 1 First, the balance of the Liquidation Proceeds shall be paid, pro rata to the C Liquidation Amount and C1 Liquidation Amount, respectively</p> <p>8 5 6 1 1 up to the C Liquidation Amount less any amounts received under Paragraphs 8 5 1 and 8 5 3, to the holders of the Preferred Ordinary C Shares pro rata to their respective holdings of Preferred Ordinary C Shares, and</p> <p>8 5 6 1 2 up to the C1 Liquidation Amount less any amounts received under Paragraphs 8 5 1 and 8 5 3, to the holders of the Preferred Ordinary C1 Shares pro rata to their respective holdings of Preferred Ordinary C1 Shares,</p> <p>8 5 6 2 Second, the balance of the Liquidation Proceeds, up to the B Liquidation Amount less any amounts received under Paragraph 8 5 4, shall be paid to the holders of the Preferred Ordinary B Shares pro rata to their respective holdings of Preferred Ordinary B Shares, and</p> <p>8 5 6 3 Finally, any balance of the Liquidation Proceeds, up to the A Liquidation Amount less any amounts received under Paragraph 8 5 5, shall be paid to the holders of the Preferred Ordinary A Shares pro rata to their respective holdings of Preferred Ordinary A Shares</p> |

CHFP025

10/09 Version 2.0 Laserform International 10/09

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|---|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | <i>Share Sales</i> | |
| | <p>8 6 Prior to completion of a Share Sale, those holders of Shares that are to participate in the Share Sale shall appoint a Shareholders' Representative in accordance with Paragraph 8 11 who shall receive all consideration payable under the Share Sale as trustee on their behalf and, subject to the provisions of this Paragraph 8, shall apply them as follows</p> <p>(a) if the Maximum Liquidation Proceeds are equal to or less than the Share Sale Priority Amount, in the order of priority set out in Paragraph 8 7,</p> <p>(b) if the Maximum Liquidation Proceeds are equal to or in excess of an amount equal to the Liquidation Amount divided by 0.9, in the order of priority set out in Paragraph 8 8, and</p> <p>(c) in all other circumstances, in the order of priority set out in Paragraph 8 9</p> <p>8 7 Paying to the holders of the Preferred Ordinary C Shares and the Preferred Ordinary C1 Shares that participate in the Share Sale the Liquidation Proceeds pro rata to the aggregate Subscription Price paid by each such holder for such Shares</p> | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|---|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | <p>8 8</p> <p>8 8 1 First, paying from the balance of the Liquidation Proceeds, on a pro rata basis, up to</p> <p>8 8 1 1 an amount equal to 300% of the aggregate Subscription Price for all Preferred Ordinary C Shares (if any) that participate in the Share Sale (the "C Share Sale Liquidation Amount") to the holders of the Preferred C Ordinary Shares that participate in the Share Sale pro rata to their respective holdings of those Preferred Ordinary C Shares,</p> <p>8 8 1 2 an amount equal to 125% of the aggregate Subscription Price for all Preferred Ordinary C1 Shares (if any) that participate in the Share Sale (the "C1 Share Sale Liquidation Amount") to the holders of the Preferred Ordinary C1 Shares that participate in the Share Sale pro rata to their respective holdings of those Preferred Ordinary C1 Shares, and</p> <p>8 8 1 3 subject to Paragraph 8 18, an amount equal to</p> <p>8 8 1 3 1 the quotient determined by dividing the sum of the C Share Sale Liquidation Amount and the C1 Share Sale Liquidation Amount by 0 9, minus</p> <p>8 8 1 3 2 the sum of the C Share Sale Liquidation Amount and the C1 Share Sale Liquidation Amount,</p> <p>to the holders of the Management Incentive Shares pro rata to their respective holdings of Management Incentive Shares,</p> | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|--|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | <p>8 8 2 Second, paying from the balance of the Liquidation Proceeds, on a pro rata basis, up to</p> <p>8 8 2 1 the aggregate Subscription Price for all Preferred Ordinary B Shares (if any) that participate in the Share Sale (the "B Share Sale Liquidation Amount") to the holders of the Preferred Ordinary B Shares that participate in the Share Sale pro rata to their respective holdings of those Preferred Ordinary B Shares, and</p> <p>8 8 2 2 subject to Paragraph 8 18, an amount equal to</p> <p>8 8 2 2 1 the quotient determined by dividing the B Share Sale Liquidation Amount by 0 9, minus</p> <p>8 8 2 2 2 the B Share Sale Liquidation Amount,</p> <p>to the holders of the Management Incentive Shares pro rata to their respective holdings of Management Incentive Shares,</p> | |

SH01 - continuation page
Return of allotment of shares

7

Statement of capital (Prescribed particulars of rights attached to shares)

| Class of share | ALL SHARES | |
|------------------------|--|--|
| Prescribed particulars | <p>8 8 3 Third, paying from the balance of the Liquidation Proceeds, on a pro rata basis, up to</p> <p>8 8 3 1 the aggregate Subscription Price for all Preferred Ordinary A Shares (if any) that participate in the Share Sale (the "A Share Sale Liquidation Amount") to the holders of the Preferred Ordinary A Shares that participate in the Share Sale pro rata to their respective holdings of those Preferred Ordinary A Shares, and</p> <p>8 8 3 2 subject to Paragraph 8 18, an amount equal to</p> <p>8 8 3 2 1 the quotient determined by dividing the A Share Sale Liquidation Amount by 0 9, minus</p> <p>8 8 3 2 2 the A Share Sale Liquidation Amount,</p> <p>to the holders of the Management Incentive Shares pro rata to their respective holdings of Management Incentive Shares, and</p> | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|--|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | <p>8 8 4 Finally, paying on a pro rata basis (subject to Paragraph 8 17 2)</p> <p>8 8 4 1 the Ordinary Share Percentage of any Liquidation Proceeds Remaining Balance (rounded down to the nearest whole pound Sterling) to the holders of Ordinary Shares (if any) that participate in the Share Sale (including any Ordinary Shares arising on the conversion of Preferred Ordinary C Shares and/or Preferred Ordinary C1 Shares that participate in the Share Sale pursuant to Paragraph 5 3 4 and/or Paragraph 6 3 4 (respectively)) pro rata to their respective holdings of those Ordinary Shares, and</p> <p>8 8 4 2 the Founder Share Percentage of any Liquidation Proceeds Remaining Balance to the holders of those Founder Shares (if any) that participate in the Share Sale, pro rata to their respective holdings of those Founder Shares</p> <p>8 9</p> <p>8 9 1 First, in paying the Share Sale Priority Amount (if any) to the holders of the Preferred Ordinary C Shares and the Preferred Ordinary C1 Shares (if any) that participate in the Share Sale pro rata to the aggregate Subscription Price paid by each such holder for such Shares,</p> <p>8 9 2 Second, if the Share Sale Management Incentive Value is greater than zero, the Share Sale Management Incentive Value shall be paid to the holders of the Management Incentive Shares pro rata to the number of Management Incentive Shares held by such Shareholders,</p> | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|---|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | | |
| | <p>893 Third, in paying the balance of the Liquidation Proceeds on a pro rata basis up to an amount equal to 90% of the Aggregate C/C1 Share Sale Liquidation Balance, as follows</p> <p>893.1 up to an amount equal to 90% of the C Share Sale Liquidation Balance (if any), to the holders of the Preferred Ordinary C Shares that participate in the Share Sale pro rata to their respective holdings of those Preferred Ordinary C Shares, and</p> <p>893.2 up to an amount equal to 90% of the C1 Share Sale Liquidation Balance (if any), to the holders of the Preferred Ordinary C1 Shares pro rata that participate in the Share Sale to their respective holdings of those Preferred Ordinary C1 Shares,</p> <p>894 Fourth, in paying the balance of the Liquidation Proceeds up to an amount equal to 90% of the B Share Sale Liquidation Amount (if any) to the holders of the Preferred Ordinary B Shares that participate in the Share Sale pro rata to their respective holdings of those Preferred Ordinary B Shares,</p> <p>895 Fifth, in paying the balance of the Liquidation Proceeds up to an amount equal to 90% of the A Share Sale Liquidation Amount (if any) to the holders of the Preferred Ordinary A Shares that participate in the Share Sale pro rata to their respective holdings of those Preferred Ordinary A Shares, and</p> | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|--|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | <p>8 9 6 Finally, if the holders of the Preferred Ordinary Shares that participate in the Share Sale (if any) have not in aggregate received the Share Sale Liquidation Amount then, in the following order of priority</p> <p>8 9 6 1 First, the balance of the Liquidation Proceeds shall be paid, pro rata to the C Share Sale Liquidation Amount (if any) and C1 Share Sale Liquidation Amount (if any), respectively</p> <p>8 9 6 1 1 up to the C Share Sale Liquidation Amount less any amounts received under Paragraphs 8 9 1 and 8 9 3, to the holders of the Preferred Ordinary C Shares that participate in the Share Sale pro rata to their respective holdings of those Preferred Ordinary C Shares, and</p> <p>8 9 6 1 2 up to the C1 Share Sale Liquidation Amount less any amounts received under Paragraphs 8 9 1 and 8 9 3, to the holders of the Preferred Ordinary C1 Shares that participate in the Share Sale pro rata to their respective holdings of those Preferred Ordinary C1 Shares,</p> <p>8 9 6 2 Second, the balance of the Liquidation Proceeds, up to the B Share Sale Liquidation Amount less any amounts received under Paragraph 8 9 4, shall be paid to the holders of the Preferred Ordinary B Shares that participate in the Share Sale pro rata to their respective holdings of those Preferred Ordinary B Shares, and</p> | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|---|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | <p>8.9.6.3 Finally, any balance of the Liquidation Proceeds, up to the A Share Liquidation Amount less any amounts received under Paragraph 8.9.5, shall be paid to the holders of the Preferred Ordinary A Shares that participate in the Share Sale pro rata to their respective holdings of those Preferred Ordinary A Shares</p> <p>Fractional Entitlement</p> <p>8.10 If the number of Shares held by any person would, but for this provision, result in that Shareholder becoming entitled to a fraction of a pound Sterling through the operation of Paragraphs 8.1 to 8.9, the entitlement shall be rounded down to the nearest whole pound Sterling and any resulting remaining balance of Liquidation Proceeds shall be distributed at the absolute discretion of the Board</p> <p>Appointment of Shareholders' Representative</p> <p>8.11 In the event of a Share Sale, the holders of a majority of the Economic Shares participating in the Share Sale shall appoint a representative (the "Shareholders' Representative") who shall act as trustee on behalf of all holders of all those Shares participating in the Share Sale and in accordance with the instructions of a majority of the Economic Shares participating in the Share Sale, provided always that the Shareholders' Representative shall observe and act in accordance with the provisions of these Paragraphs (whether or not in force throughout the term of their appointment), unless agreed otherwise by all holders of Economic Shares participating in the Share Sale</p> <p>8.12 The holders of those Economic Shares participating in the Share Sale shall indemnify (on a joint and several basis) the Shareholders' Representative for all liabilities, losses, claims costs or expenses incurred arising from or in connection with its (or his) appointment under Paragraph 8.11</p> | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|--|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | Board or Shareholders' Representative | |
| | <p>8 13 The Board or the Shareholders' Representative (as applicable) taking such advice if/ he deems appropriate (the cost for which shall be deducted from the Liquidation Proceeds prior to the application of Liquidation Proceeds under this Paragraph 8) shall</p> <p>8 13 1 use reasonable endeavours to comply with its obligations as soon as reasonably practicable under this Paragraph 8.</p> <p>8 13 2 have the full power and authority to give effect to Paragraph 8 20 and shall determine and apply the Liquidation Proceeds due to each Shareholder on each Tranche Payment Date under this Paragraph 8.</p> <p>and the Board's or the Shareholders' Representative's determination (as applicable) of such matters shall be final and binding, save in a case of manifest error</p> <p>Non-Cash Consideration</p> <p>8 14 For the purposes of calculating the Liquidation Proceeds where the proceeds of a Liquidation Event are other than cash, the following provisions shall apply</p> <p>8 14 1 Within 2 Business Days of the Liquidation Event, the consideration shall be valued by the Company (or, in the event of a Share Sale, by the Shareholders' Representative) at its Market Value on the date of such Liquidation Event and, if comprising shares, such shares shall be valued by (a) applying the same assumptions to valuing the consideration shares as apply to the determination of the Market Value of Offered Shares (mutatis mutandis) and the Company shall notify the Shareholders (or the Shareholders' Representative shall notify the holders of those Shares that are participating in the Share Sale (if applicable)) of such Market Value in writing,</p> | |

CHFP025

10/09 Version 2.0 Laserform International 10/09

JQT/3846039

SH01 - continuation page

Return of allotment of shares

7

Statement of capital (Prescribed particulars of rights attached to shares)

| Class of share | ALL SHARES | |
|------------------------|------------|--|
| Prescribed particulars | 8 14 2 | <p>Within three Business Days of receipt of such notice, any recipient may, by notice in writing to the Company or the Shareholders' Representative (as applicable), request that the Company or the Shareholders' Representative (as applicable) obtain an independent valuation of such non-cash consideration as soon as practicable and the Company or Shareholders' Representative (as applicable) shall appoint an Independent Expert of competent skill and knowledge to value such non-cash consideration and, if no such notice is given to the Company or the Shareholders' Representative (as applicable), the original valuation shall be deemed the agreed, final and binding Market Value for the purposes of calculating and applying the Liquidation Proceeds.</p> |
| | 8 14 3 | <p>The costs and expenses of any Independent Expert shall (to the extent possible) be met from the proceeds of sale of sufficient non-cash consideration and, the Company or Shareholders' Representative (as applicable) shall have the requisite power and authority to sell such non-cash consideration in order to realise sufficient funds to cover such costs and expenses, and</p> |
| | 8 14 4 | <p>The decision of any Independent Expert as to the Market Value shall be final and binding for the purposes of calculating and applying the Liquidation Proceeds, save in the case of manifest error</p> |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|---|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | <p>8 15 Having applied the Liquidation Proceeds deriving from any cash consideration in accordance with this Paragraph 8, the Company or, in the event of a Share Sale, the Shareholders' Representative shall apply the Liquidation Proceeds deriving from the non-cash consideration in accordance with this Paragraph 8 as if such non-cash consideration were cash, on that basis determined by the value attributed to such non-cash consideration under Paragraph 8 14</p> <p>8 16 To the extent that any amount is required to be paid into the Escrow Account under Paragraph 8 20 and there is insufficient cash comprised in the Distributable Tranche to do so, the non-cash consideration shall be valued in accordance with the terms of Paragraph 8 14 and the Company or Shareholders' Representative (as applicable) shall retain on trust for the Shareholders (or holders of Shares that are participating in the Share Sale (if applicable)) and shall use reasonable endeavours to sell sufficient non-cash consideration for cash as soon as reasonably practicable, before paying the proceeds of sale into the Escrow Account and they shall have the requisite power and authority to effect such a sale</p> <p>8 17 Where non-cash consideration has been retained on trust by the Company or Shareholders' Representative by reason of their not having been able to sell it under Paragraph 8 16</p> <p>8 17 1 on any future Tranche Payment Date the value attributable to such non-cash consideration for all purposes (whether under Paragraph 8 20 or otherwise, save as expressly provided for in Paragraph 8 17 2) shall be that value originally attributed to it under Paragraph 8 16; and</p> | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|--|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | <p>8 17 2 on the first Tranche Payment Date when such non-cash consideration is applied as part of the Current Liquidation Proceeds Remaining Balance in accordance with Paragraph 8 4 or 8 8 (as appropriate) following the application of Paragraph 8 20.1 1, it shall first be valued in accordance with the terms of Paragraph 8 14 in order to attain the current value of that non-cash consideration and, when applying the Current Liquidation Proceeds Remaining Balance, the effect of any decrease in value of such non-cash consideration since the Tranche Payment Date on which it was made available for payment to Shareholders, shall be borne entirely by the holders of the Founder Shares</p> <p>Management Incentive Shares</p> <p>8 18 If, on a Liquidation Event, the Liquidation Value Per Share is less than the MIS Third Hurdle and to the extent that any holder of Management Incentive Shares also holds Ordinary Shares arising from the exercise of any option</p> <p>8 18 1 if the Liquidation Value Per Share is less than the MIS First Hurdle the MIS Liquidation Proceeds due to such Shareholder in respect of his Management Incentive Shares under this Paragraph 8, shall be reduced by and to the extent that he is entitled to receive payment in respect of those Ordinary Shares,</p> <p>8 18 2 if the Liquidation Value Per Share is greater than or equal to the MIS First Hurdle but is less than the MIS Second Hurdle, the MIS Liquidation Proceeds due to such Shareholder in respect of his Management Incentive Shares under this Paragraph 8, shall be reduced by and to the extent that he is entitled to receive payment in respect of those Ordinary Shares, up to a maximum reduction equal to two-thirds of the MIS Liquidation Proceeds due to him, and</p> | |

SH01 - continuation page

Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|---|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | <p>8 18 3 if the Liquidation Value Per Share is greater than or equal to the MIS Second Hurdle but is less than the MIS Third Hurdle, the MIS Liquidation Proceeds due to such Shareholder in respect of his Management Incentive Shares under this Paragraph 8, shall be reduced by and to the extent that he is entitled to receive payment in respect of those Ordinary Shares, up to a maximum reduction equal to one-third of the MIS Liquidation Proceeds due to him,</p> <p>and, in each case, when calculating the entitlement to receive payment for any such Ordinary Shares for the purposes of this Paragraph 8 18, no consideration shall be given to the consequences or effect of the application of this Paragraph 8 18 on such entitlement</p> <p>Relevant Liquidation Amounts</p> <p>8 19 To the extent that the Relevant Liquidation Amount in respect of a particular Share has been paid in part or in full on a previous Liquidation Event, such amount shall be set off against any payment made to a Shareholder in respect of the Relevant Liquidation Amount pursuant to this Paragraph 8 and the Shareholder shall only receive the balance of the Relevant Liquidation Amount in respect of that Share References in this Paragraph 8 (and in capitalised terms used in this Paragraph 8) to the C Liquidation Amount, the C1 Liquidation Amount, the B Liquidation Amount, the A Liquidation Amount, the C Share Liquidation Amount, the C1 Share Liquidation Amount, the B Share Liquidation Amount and the A Share Liquidation Amount shall be to such amounts as reduced by the amount of any partial payment of the Relevant Liquidation Amount made on a previous Liquidation Event.</p> | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|--|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | <i>Deferred Consideration and Founders</i> | |
| 8 20 | If any part of any Liquidation Proceeds are to be made available for payment to Shareholders on deferred terms, upon each Tranche Payment Date the following provisions shall apply | |
| 8 20 1 | if the Maximum Liquidation Proceeds are either (a) ascertainable on such Tranche Payment Date and in excess of an amount equal to the Liquidation Amount divided by 0.9 or, or (b) unascertainable, the Requisite Escrow Balance shall be determined in accordance with Paragraph 8 20 2 (and, in all other circumstances, the Requisite Escrow Balance shall be zero) and | |
| 8 20 1 1 | to the extent that the Escrow Balance (if any) is in excess of the Requisite Escrow Balance, such excess shall be paid out of the Escrow Account by the Company or the Shareholders' Representative (as applicable) and applied in accordance with Paragraph 8 4 or 8 8 (as appropriate) followed by the application of the Distributable Tranche (if any), or | |
| 8 20 1 2 | to the extent that the Escrow Balance (if any) is less than the Requisite Escrow Balance, such shortfall shall be deducted from the Distributable Tranche (if any) and paid into the Escrow Account by the Company or the Shareholders' Representative (as applicable) before the balance of the Distributable Tranche (if any) is applied in accordance with Paragraph 8 4 or 8 8 (as appropriate), | |
| | and, following any such adjustment, the Requisite Escrow Balance shall be held by the Company or the Shareholders' Representative (as applicable) in the Escrow Account on trust for the Shareholders or the holders of Shares participating in the Share Sale (respectively) until the next Tranche Payment Date, | |

SH01 - continuation page

Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|--|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | <p>8 20 2 The Requisite Escrow Balance shall be that amount (or such non-cash consideration valued in accordance with Paragraph 8 14) determined by subtracting the Current Founder Balance from the Maximum Founder Balance</p> <p>8 20 3 For the application of any amounts in accordance with Paragraph 8 4 or 8 8 in compliance with this Paragraph 8 20, solely for the purposes of determining the Founder Multiplier used to determine the Adjusted Number of Founder Shares, the Founder Share Percentage and the Ordinary Share Percentage (for the purposes of Paragraphs 8 4 4 and 8 8 4 (as applicable)), the Liquidation Proceeds shall be deemed to be the Current Liquidation Proceeds from time to time</p> <p><i>Listing</i></p> <p>8 21 On a Listing following the conversion of any Preference Shares in accordance with Paragraphs 3 3, 4 3, 5 3 and 6 3, the share capital of the Company shall be reorganised or reconstructed in order that each Shareholder shall benefit from the economic effect of the Listing (whether by way of the issue of new Ordinary Shares in the listed vehicle or otherwise) to the same extent as he would do pursuant to Paragraph 8 6 if all of the share capital were subject to a Share Sale at that time with the Pre-New Money Valuation being treated as the Liquidation Proceeds and the authorised share capital shall be redesignated accordingly, automatically</p> | |

SH01 - continuation page
Return of allotment of shares

| 7 | Statement of capital (Prescribed particulars of rights attached to shares) | |
|------------------------|--|--|
| Class of share | ALL SHARES | |
| Prescribed particulars | <p data-bbox="475 544 670 571"><i>Qualifying Listing</i></p> <p data-bbox="395 600 1093 952">8.22 The Qualifying IPO Subscription Price shall be adjusted following reorganisation of the Company's share capital (whether by way of split, combination or otherwise) or any bonus issue after the date of adoption of these Paragraphs to take account of the reorganisation or bonus issue as determined by an Independent Expert who shall be required to provide a certificate confirming the adjusted Qualifying IPO Subscription Price which shall, except in the case of manifest error, be binding on the Company and holders of Shares. The costs of the Independent Expert shall be borne by the Company.</p> | |

SH01 - continuation page
Return of allotment of shares

7

Statement of capital (Prescribed particulars of rights attached to shares)

| Class of share | FOUNDER SHARES | |
|------------------------|--|--|
| Prescribed particulars | <p>9 FOUNDER SHARES</p> <p>9.1 Voting</p> <p>Founder Shares confer on their holders no rights to attend, speak or vote at general meetings of the Company or to vote on a written resolution of the members</p> <p>9.2 Dividends</p> <p>Founder Shares in issue from time to time confer on their holders no right to participate in any Distribution, including any Distribution declared in respect of Ordinary Shares</p> <p>9.3 Rights as respects capital (including on a winding up)</p> <p>Particulars of any rights, as respects capital, to participate in a distribution (including on a winding up) are set out in paragraph 8 to these continuation sheets</p> <p>9.4 Redemption</p> <p>The Founder Shares are not redeemable</p> | |



Companies House

COMPANY NAME: SHAZAM ENTERTAINMENT LIMITED
COMPANY NUMBER: 03998831

A second filed SH01 was registered on 25/09/2015.